

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Comprehensive Update of the Land Use Plan of the City of Oceanside
Local Coastal Program to Include Coastal Hazard Vulnerability
Assessment and Adaptation Plan**

THIS AGREEMENT, dated April 5th, 2017, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Environmental Science Associates (ESA), hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: CONSULTANT shall provide a variety of services in support of an update of the Land Use Plan of the City of Oceanside Local Coastal Program. The project is more particularly described in the attached "Exhibit A," which includes the project work plan, budget, and schedule and is incorporated herein by reference.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**

Local Coastal Program (Land Use Plan) Update

- 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 4.2. CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 4.3. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 4.4. All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

Local Coastal Program (Land Use Plan) Update

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

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- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
 - 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active

Local Coastal Program (Land Use Plan) Update

negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$372,500.
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No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within established timeframes, unless modifications to such timeframes are mutually agreed upon.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

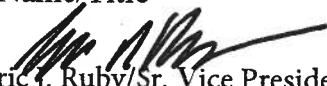
Local Coastal Program (Land Use Plan) Update

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

Environmental Science Associates

By: 
Name/Title

By: 
Name/Title

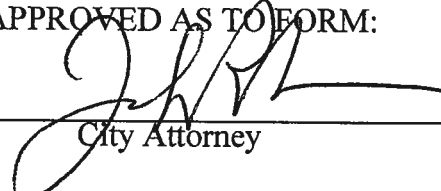
94-1698350

Employer ID No.

CITY OF OCEANSIDE

By: 
City Manager

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

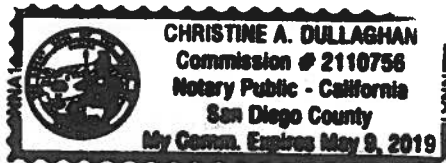
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On March 16, 2017 before me, Christine Dullaghan, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Eric J. Ruby and Bobbette Biddulph
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Sindy Lara PHONE (A/C No. Ext): 415-402-6659 E-MAIL ADDRESS: slara@wsandco.com FAX (A/C No): 415-989-9923	
INSURED ENVISCI-01 Environmental Science Associates 550 Kearny Street, Ste 800 San Francisco, CA 94108		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22322 37885	

COVERAGES **CERTIFICATE NUMBER:** 58626176 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

VS	TR	TYPE OF INSURANCE	ADDL INS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY	Y	Y	GEC001336714	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: No Deductible
B	X	CONTRACTUAL LIAB						
	X	STOP GAP						
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		POLICY ☒ PROJECT ☐ LOC						
	X	OTHER: No Deductible						
B		AUTOMOBILE LIABILITY			AEC001336514	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	X	ANY AUTO						
		ALL OWNED AUTOS						
	X	HIRED AUTOS						
	X	No Ded.						
B		UMBRELLA LIAB			UEC001336614	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 DED RETENTION \$
	X	EXCESS LIAB						
		CLAIMS-MADE						
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WEC001337414	1/1/2017	1/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
		If yes, describe under DESCRIPTION OF OPERATIONS below						
A		Professional Liability			PEC001336814	1/1/2017	1/1/2018	Each Occurrence: \$3,000,000 Aggregate: \$3,000,000 Retention: \$100,000
		Cov. A. Claims Made						
		Retro Date: 10/1/89						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

0160871.00; Local Coastal Program. City of Oceanside, its officers, agents and employees are named additional insured on General Liability coverage per endorsements attached. Coverage is primary and non-contributory per endorsement attached. Waiver of Subrogation applies to General Liability and Workers' Compensation coverage per endorsements attached.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER City of Oceanside Attn: Lupe Walker, Sr. Office Sp. 300 North Coast Highway Oceanside CA 92054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT #006

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #010

This endorsement, effective 12:01 a.m., January 1, 2017 forms a part of Policy No. GEC001336714 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective January 1, 2017

Policy No. WEC001337414

Endorsement No.

Insured ENVIRONMENTAL SCIENCE ASSOCIATES

Insurance Company
XL Specialty Insurance Company

Countersigned by



ENVIRONMENTAL SCIENCE ASSOCIATES

BOARD OF DIRECTORS RESOLUTION ON PROPOSAL AND CONTRACT SIGNATURE AUTHORITY OF THE COMPANY

November 17, 2016

WHEREAS, it is in the interest of the Company to maintain appropriate control of proposals and contractual agreements, therefore

BE IT RESOLVED, that the corporate policy regarding Proposal and Contract Signature Authority of the Company be established as follows. All previous policy regarding Proposal and Signature Authority is hereby superseded by this resolution.

Contracts and Proposals

Only authority levels specifically identified in Tables 1 and 2 below are authorized to sign contracts and proposals for projects or prospective projects, respectively. Before any contract is signed, applicable procedures for contract review must be adhered to, including review by the ESA's Corporate Contract Manager or CFO of all general contract terms. *See Contract Review FAQs for Contract Review and Signing Procedures and List of Authorized Contract Signers.*

Contracts or proposals with a value of \$5,000,000 or more require review and approval by the ESA Risk Committee prior to their execution or submission, respectively. *Entering into independent contractor agreements is not authorized by this policy. Such agreements require prior approval by the applicable Regional Director and COO.*

**Table 1: ESA Review Requirements and Signature Authority for All Contracts
except Design and Engineering Services Contracts**

Review and Signature Authority Guidelines	Proposals & Contracts	Contract Modifications	Subcontracts & Subcontract Modifications
Reviewed by ESA Corporate Contracts Manager ¹	All contracts and subcontracts and any contract/subcontract modification with change in contract terms other than scope, schedule, or budget		
Reviewed by ESA Risk Committee and briefed to ESA Board prior to approval	All contracts > \$5 Million; contract mods or subcontracts/contract mods > \$2 Million; and all international and design/build contracts		
SIGNATURE AUTHORITY LEVELS			
2 Members of ESA Risk Committee ²	> \$5 Million	> \$2 Million	> \$2 Million
1 CEO/CFO/COO + 1 ESA Officer	> \$1M to ≤ \$5M	> \$500K to ≤ \$2M	> \$500K to ≤ \$2M
Officer <u>or</u> Certified Contract Signer ³	All ≤ \$1M	All ≤ \$500K	All ≤ \$500K

¹ ESA Corporate Contracts Manager for 2016 forward is Terry Keelan

² ESA Risk Committee is a 5-member body comprised of ESA's CEO, COO, CFO, Chief Engineer, and one Senior Vice President. For 2016 forward, until changed by the CEO, committee members are: L. Moulton-Post/CEO, B. Ramos/COO, A. Cuisinot/CFO, B. Battalio/Chief Engineer and B. Boxer/Sr. VP.

³ Certified Contract Signers include select non-Officer staff that have been trained and are approved signers for each region.

**Table 2: ESA Review Requirements and Signature Authority
for Design and Engineering Services Contracts**

<i>Review and Signature Authority Guidelines</i>	<i>Proposals & Contracts</i>	<i>Contract Modifications</i>	<i>Subcontracts & Subcontract Modifications</i>
Reviewed by ESA Corporate Contracts Manager ¹ and Chief Engineer	All contracts and subcontracts and any contract/subcontract modification with change in contract terms other than scope, schedule, or budget		
Reviewed by ESA Risk Committee and briefed to ESA Board prior to approval	All contracts ≥ \$5 Million, and all international and design/build contracts		
SIGNATURE AUTHORITY LEVELS			
1 CEO/CFO/COO + 1 Chief Engineer	> \$1M	> \$500K	> \$500K
Officer or Certified Design Contract Signer ⁴ (Engineer <u>or</u> Landscape Architect)	All ≤ \$1M	All ≤ \$500K	All ≤ \$500K

¹ ESA Corporate Contracts Manager for 2016 forward is Terry Keelan

⁴ For Design or Engineering contracts, the Certified Design Contract Signers include select non-Officer staff that have been trained and are approved signers for engineering/design/landscape architecture contracts.

Effective 2017, ESA Officers and select other Certified Contract Signers are authorized to sign contracts, modifications, and subcontracts. Following are the authorized individuals by ESA office.

*Note: The individuals highlighted in **BOLD type** are authorized to sign engineering and design contracts. See [Signature Authority Policy](#) for guidance on signature authority levels and [Contract Review FAQs](#)

AUTHORIZED ESA CONTRACT SIGNERS: OFFICERS + CERTIFIED CONTRACT SIGNERS

NORTHWEST REGION	
Seattle Office	- Molly Adolfson, Sr. VP, NW Water Practice Leader - Margaret Clancy, VP, NW Regional Director - Teresa Vanderburg, VP, NW Biological Resources Practice Leader
Portland Office	Paul Agrimis, P.E., VP, Landscape Architecture Program Leader* Ken Vigil, P.E., VP, NW Environmental Hydrology Practice Leader* Joe Richards, Senior Technical Expert, NW EH* - Susan Cunningham, Program Manager, NW Biological Resources
NORTHERN CALIFORNIA REGION	
Petaluma Office	Betty Andrews, P.E., VP, Sr. Program Manager EH* - Jim O'Toole, VP, CA Water Practice Leader
San Francisco	Bob Battallo, P.E., VP, Chief Engineer* - Annette Bonilla, VP, HR Director Ann Borgonovo, P.E., VP, CA EH Practice Leader* - Albert Cuisinot, Sr. VP, CFO - Leslie Moulton-Post, President, CEO - Gary Oates, Sr. VP, Strategic Client Director - Brian Ramos, Sr. VP, COO - Janna Scott, SF Office Leader
Oakland Office	TBD – (once we expand our Oakland office in Q2 2017)
Sacramento Office	- Steve Alverson, Sr. VP, Strategic Client Director - Brian Boxer, Sr. VP, NorCal Regional Director - Erich Fischer, Sr. VP CA Biological Resources Practice Leader - Cathy McEfee, VP, Central Valley Water Group Director - Dana McGowan, VP, Cultural Resources Practice Leader
SOUTHERN CALIFORNIA REGION	
Ventura Office	Monica Strauss, Cultural Resources Director
Santa Monica Office	- Greg Broughton, VP, Strategic Client Director - Jay Ziff, Community Development Program Director
Los Angeles Office	- Terri Avila, VP, CA Community Development Practice Leader - Tom Barnes, VP, SoCal Water and Energy Director - Deanna Hansen, VP, SoCal Community Development Director
Pasadena Office	Heidi Rous, Air Quality Services Director
Irvine Office	Steve Nelson, VP, SoCal Biological Resources Director
San Diego Office	- Bobbette Biddulph, Sr. VP SoCal Regional Director - Eric Ruby, Sr. VP, Strategic Client Director
SOUTHEAST REGION	
Orlando Office	- Mike Arnold, Sr. VP, Airports Practice Leader - Julie Sullivan, VP, Southeast Regional Director
Tampa Office	Doug Robison, VP SE Biological Resources Director

Attachment A

Work Plan



Work Plan Outline

This section describes ESA's work plan based on the City's expectations outlined in the RFP, follow-up discussions with City staff, our local understanding and familiarity with the City of Oceanside, and our extensive experience with similar coastal planning projects. We recommend several alternative tasks, as well as additional optional tasks for your consideration.

Task 1 – Project Initiation

ESA will attend two inaugural meetings with the internal steering committee assembled by City staff to:

- Acquaint the consultant team with participating staff members
- Discuss the City's objectives for the work program
- Review the scope of work to ensure a common understanding of project deliverables methodologies, expected outcomes, and responsibilities
- Review the project schedule to confirm pertinent steps, milestones, regular management/progress meetings/calls, staff working sessions, and review of work products
- Determine protocols for communications with City staff
- Compile a list of project contacts and responsibilities
- Initiate a data request

As described under Task 5.5, ESA will also attend one inaugural meeting with CCC staff. We suggest scheduling the inaugural meetings so that the second inaugural meeting with the internal steering committee occurs after the meeting with CCC staff to discuss final changes, if any, to the scope of work, budget, and/or schedule.

Deliverables	Primary Responsibility for Delivery
Attendance at two inaugural meetings	Core Team in Attendance
Revised scope of work and budget (if warranted)	Kimiko Lizardi
Revised schedule (if warranted)	Kimiko Lizardi

Task 2 – Coastal Zone Tour

Following the first inaugural meeting with the internal steering committee under Task 1, ESA will spend the rest of the day accompanying City staff on a tour of the City's coastal zone, including Oceanside Small Craft Harbor, the Strand, Oceanside Pier and Pier View Way, San Luis Rey River, Buena Vista Lagoon, Loma Alta Creek, coastal bluffs between Tyson Street and Wisconsin Avenue, downtown district, residential neighborhoods, and other relevant locales and resources. The tour will facilitate an understanding of the community's unique coastal character, a common discussion of important coastal issues and enable all participants to benefit from City staff insights and perspectives. Photos taken during the tour will be provided to the City for posting to the project's website.

Deliverables	Primary Responsibility for Delivery
City tour summary notes and pictures (electronic file)	Reema Shakra

Task 3 – Background Study

ESA will prepare a background study to establish the planning context and identify key coastal resource issue areas that will be the focus of the LUP policies developed under Task 6. Policy recommendations to address identified key issues will be included in each study.

ESA will compile, describe and analyze information and data primarily derived from existing studies, reports, and data sources, including the Coast Highway Corridor Study Environmental Impact Report (draft in development), as well as consultation with appropriate City staff and outside agencies (see Task 5.4). To address any major data gaps, ESA resource staff will conduct limited reconnaissance-level field assessments as described in more detail below. The studies will be prepared consistent with the guidelines in the CCC's *Local Coastal Program (LCP) Update Guide, Part 1 Updating LCP Land Use Plan Policies* (April 2007, revised July 2013). Maps, photographs, tables, and charts will be used to facilitate understanding of the information. It is assumed that maps and data will be prepared based on readily available GIS data provided by the City and other sources. Key findings will be included for each background study. ESA will prepare and submit an annotated outline for discussion with City staff to confirm scope and overall organization of the Background Study. ESA will then prepare and submit a Draft Background Study for City staff and CCC review and comment. Based on one set of consolidated comments received, a Final Background Study will be produced. ESA will coordinate with City staff as needed to discuss and clarify City comments. Our proposed scope of work and budget assume the following sections will be required. We anticipate reviewing and revising the scope of these sections, as appropriate, with the City during the inaugural meetings under Task 1 and CCC coordination meeting #2 under Task 5.5.

Task 3.1 Land Use and Cultural Resources Section

ESA will use maps, text and illustrative photographs to describe the types and patterns of land uses and known archaeological and cultural resources in Oceanside's coastal zone. This will include:

- **Existing Land Uses**¹ – Description and mapping of historic development pattern and existing land uses based on land use categories identified in SanGIS data, such as multi-family residential, single-family residential, office, hotel/motel, park, and open space.
- **Adopted Land Uses and Plans** – Description and mapping of the planned land use pattern and the type, density and intensity of adopted land uses in the coastal zone will be included. Land use designations and zoning districts that allow Coastal Act priority uses will be identified.
- **Population and Economic Growth** – Description of demographic setting within the coastal zone, historic trends, and projected population growth. A brief economic profile that will include a summary overview of market factors and long-term development potential for commercial, hospitality, light industrial, and multi-family land uses. KMA will assist ESA in preparing this economic profile and will draw primarily from their recent experience in Oceanside on the Coast Highway Corridor Study (2013–2014 market study) and the General Plan Update (2016–ongoing), supplemented by select updates.
- **Paleontological, Archaeological and Cultural Resources** – A summary of existing information pertaining to cultural resources within the coastal zone to identify areas of sensitivity regarding archaeological, architectural, paleontological, and Native American resources. The investigation will include the following tasks: (1) a records search conducted by South Coastal Information Center (SCIC) to identify the presence of previously recorded archaeological cultural resources within the coastal zone as well as areas where previously recorded historic buildings most frequently occur; (2) a review of historic topographic and aerial maps; (3) a paleontological database search conducted by the San Diego County Natural History Museum; (4) a Sacred Lands File check conducted by the California Native American Heritage Commission to solicit information on Native American cultural resource; (5) outreach to local historical societies identify locally significant architectural resources; and (6) limited reconnaissance-level field assessments to supplement records search results.

Task 3.2 Public Works Section

ESA will describe the utilities and transportation infrastructure located in Oceanside's coastal zone. This will be based on existing master plans and and/or other available reports and consultation with City staff. Utility and transit providers may be contacted to provide additional information regarding existing and planned facilities and improvements, existing and projected demands and capacities, standards, and funding sources, and to assess their capacity to support existing land uses, as well as anticipated growth. Locations of major infrastructure and facilities will be depicted on base maps.

- **Water Systems** – Public water system condition, resource demand and availability, key planned improvements, groundwater use, storage, treatment, and conservation efforts will be documented based on available data from the Oceanside Water Utilities Department.

¹ As stated this includes existing land use type data derived from the SanGIS data. This does not include the mapping or surveying of building footprint data. Any building footprint data or existing development square footage estimates are assumed to be provided by City staff in GIS format, if available.

- **Sewer Systems** – Sanitary sewer service is operated and maintained by Oceanside’s Wastewater Division. The public wastewater system and its condition will be described, along with capacity, operations, projected demands, and existing and near term improvements to the treatment plants, particularly the La Salina Wastewater Treatment Plant, which is located in the coastal zone.
- **Drainage and Flood Control Systems** – General topographic and drainage conditions, storm sewer system types, conditions, capacity, and operations, and planned drainage programs and major facility improvements will be described.
- **Transportation Facilities** – A description of the roadway network, bicycle and pedestrian network, transit facilities (and existing transit ridership where daily station ridership data are available), railroad facilities, the Oceanside Small Craft Harbor, and public parking facilities. Planned improvements to these transportation facilities will be described.

Task 3.3 Public Access, Scenic Resources, Recreation, and Visitor-Serving Facilities Section

ESA will describe and map existing and planned public access and shoreline and near-shore recreational areas, facilities and support facilities. Visitor-serving facilities, including accommodations and commercial uses will also be identified, as well as scenic resources. This will include:

- **Public Access** - Existing public roads, existing and planned bicycle and pedestrian networks, existing and planned transit facilities, and existing public parking facilities that provide access to near-shore recreational areas will be described.
- **Scenic Resources** - Existing scenic coastal resources such as the Buena Vista Lagoon and San Luis Rey River, public scenic view corridors and vista points, and special communities and neighborhoods will be described.
- **Recreational Facilities** – Existing and planned parks (active and passive), recreational facilities (public and private), and other community facilities will be described, as well as occupancy rates or other usage statistics. ESA will consult with appropriate City staff regarding their perception of resident and tourist demands for specific park and recreational facilities and programs. This data will examine the programming of existing parks and correlate this with current and projected user demands and City standards.
- **Recreational Support Facilities** - Existing and planned improvements to recreational support facilities such as public restrooms and public parking facilities will be identified.
- **Visitor-Serving Facilities** - Existing visitor-serving accommodations by type, capacity, ownership, and price range will be identified, as well as visitor-serving commercial uses by type.

As an optional service, ESA can partner with IBI if the CCC identifies a need to quantify current and projected demand on public parking facilities to understand the impact the reformed parking standards in the Coast Highway Incentive Zoning Overlay could have on access to recreational facilities in the coastal zone. IBI could be brought on the team to identify current parking facilities, utilization rates, and projected demand to help to address changes in parking supply as a result of the Coast Highway Incentive Zoning Overlay. Their work would supplement the existing parking study prepared for the Coast Highway Corridor Study which only studied the area immediately surrounding Coast Highway.

Task 3.4 Visitor-Serving Market Feasibility Assessment [OPTIONAL TASK]

Due to the proposed changes to land use as part of the Coast Highway Incentive Zoning Overlay and preliminary discussions with CCC staff, ESA has included an optional task to engage KMA or Dr. King in preparing a market feasibility assessment for visitor-serving commercial uses. This assessment would help to clarify the implications of the proposed land use changes and inform further discussions with CCC staff. The following scope includes a detailed quantitative analysis. While it is likely that CCC will require some level of analysis to address the conversion of visitor-serving commercial uses within the Coastal Zone, a more qualitative or higher-level quantitative analysis may suffice. We recommend that this issue be discussed in early meetings with the CCC in order to determine an appropriate scope of work.

- **Project Initiation** – kick off the work program with City staff and the consultant team. The meeting will be used to confirm land use assumptions for existing versus proposed LCP scenarios in terms of residential (units), commercial space (SF), lodging (rooms), and other components.
- **Commercial Space Supply** - review the existing supply of visitor-serving commercial space in the Study Area, and profile key market parameters, such as rent/value, occupancy, and absorption. Estimate the potential incremental supply of visitor-serving commercial space throughout the Study Area at build-out of the existing zoning versus the proposed LCP LUP.
- **Visitor-Serving Commercial Space Demand** - project demand for new visitor-serving commercial space throughout the Study Area, through the build-out horizon year. Visitor-serving-commercial space is anticipated to include retail, restaurant, entertainment, visitor accommodations, and commercial recreation. All sources of demand will be evaluated, including existing and anticipated residents, workers, and visitors (both during the day and overnight).
- **Conclusions** - compare projected visitor-serving commercial space demand with the potential incremental supply of visitor-serving commercial space on a Study Area-wide basis. Identify probable surplus/shortfall in visitor-serving commercial space relative to anticipated demand. Identify the probable locations, configurations, and types of commercial space anticipated under the proposed LCP Update LUP. Provide a comparative summary of how these key features are likely to vary and influence the overall feasibility of visitor-serving commercial space development and absorption under the existing versus the proposed LCP Update LUP.

Deliverables	Primary Responsibility for Delivery
One administrative Draft, one draft, and one final report comprising executive summary, technical memorandum, and supporting tables	KMA or Dr. King
One meeting with City staff and consultant team	KMA or Dr. King

Task 3.5 Coastal Hazards and Shoreline Protective Devices Section

ESA will describe and map known coastal hazards based on the information collected under Task 4 and readily available GIS data, including the following:

- **Seismic Hazards:** Ground shaking and seismically induced ground deformation (including liquefaction, slope instability, and subsidence); and the impact of these hazards on the city's infrastructure.
- **Geologic Hazards:** Ground settlement; slope instability, including coastal bluff failures and geotechnical constraints to development, including highly corrosive soils.
- **Flooding and Inundation Hazards:** Coastal and riverine flooding and tsunamis (due to both local and far sources).
- **Fire Hazards:** Fire hazards along vegetated areas.
- **Bluff Retreat and Beach Erosion Hazards:** Beach and bluff erosion as a result of storms, surges, and seiches.

The geologic, flooding, fire, and bluff and beach erosion hazards sections will include a high-level, qualitative discussion on the potential changes to intensity and frequency of these events as a result of climate change. The geologic hazards section will address the potential for increased bluff and beach erosion due to sea-level rise based on the information prepared under Task 4.

ESA will also identify existing shoreline protective devices by location (and type if feasible) based on a review of the California Coastal Records Project (californiacoastline.org), Google Earth imagery and limited field work. The data will be digitized remotely using GIS and presented on a map.

Task 3.6 Natural Resources Section

ESA will describe and map the following natural resources:

- **Water Resources and Quality** – ESA will describe surface and groundwater resources, including notable supply and quality issues within the coastal zone. Persistent water quality issues and ongoing programs and proposed initiatives to address such issues will be identified. Existing conservation and water quality control programs will be identified.
- **Biological Resources** – ESA will collect and review existing and available biological resource information for the planning area, including vegetation, sensitive natural communities, wetlands and other waterways, and documented occurrences of special-status species. The types of resources that will be consulted in preparing this Background Study include: the National Wetlands Inventory database, U.S. Fish and Wildlife Service (USFWS) database of threatened and endangered species, USFWS Designated Critical Habitat, California Natural Diversity Data Base (CNDDB), and the California Native Plant Society's Electronic Inventory of Rare and Endangered Plants of California. Additionally, California GAP Vegetation Analysis in conjunction with Google Earth aerial imagery will be assessed to broadly identify locations of potentially sensitive vegetation communities that may provide habitat for special-status plants and wildlife. The results of this research will be used to: (1) develop a list of threatened and endangered and special-status species with potential to occur within the coastal zone, and (2) locate and assess the quality and approximate quantity of sensitive habitats/vegetation communities within the coastal zone. ESA will also describe any Habitat Conservation or other regional plans applicable to the coastal zone, and the potential impact of existing and planned development patterns on biologic diversity and ecologic sustainability of

plant and wildlife habitats. This effort assumes limited reconnaissance-level field assessments to supplement database search results.

Deliverables	Primary Responsibility for Delivery
One annotated outline, one draft report, and one final report including maps	Reema Shakra

Task 4 – Coastal Hazard Vulnerability Assessment and Adaptation Plan

Task 4.1 Coastal Hazard Vulnerability Assessment and Adaptation Plan

ESA will prepare the City of Oceanside’s Coastal Hazard Vulnerability Assessment Report (Assessment) and Sea-level Rise Adaptation Plan (Adaptation Plan) by building off of the USGS CoSMoS 3.0 results, ICLEI’s multi-city vulnerability assessment, and available information and studies. As a first step in this task, ESA will collect and conduct a thorough review of pertinent data sets and documents for use in completing the Assessment. We anticipate using the following key sources:

- USGS’s final CosMoS 3.0 results for coastal storm flooding extent and depth and projected shoreline erosion with sea-level rise.
- ICLEI coastal/sea-level rise vulnerability assessment for the Cities of Oceanside, Encinitas, and San Diego
- San Diego Regional Climate Collaborative’s NOAA-grant funded Resilient Coastlines Project products, including the Draft Sea Level Rise Policy Matrix “Cheat Sheet” of adaptation measures, for which ESA provided review and input.
- SPAWAR’s “A Methodology for Assessing the Impact of Sea Level Rise on Representative Military Installations in the Southwestern United States,” which includes a sea-level rise hazard analysis for Camp Pendleton. This report, which ESA team member Dr. Adam Young contributed to, includes data relevant to the City of Oceanside. Dr. Young can assist with efficiently transferring and applying data and results from this report and other sources to the Oceanside assessment.
- FEMA Flood maps and Flood Insurance Study data for the San Luis Rey River, Loma Alta Creek/Slough, and Buena Vista Lagoon/Creek and for the coastline in the City of Oceanside.
- U.S. Army Corps of Engineers data and information on their annual Oceanside Harbor navigational dredging and beach nourishment program.

In our review of available data and studies, we will identify any critical data gaps for the assessment. To address any critical data gaps, we will develop a set of reasonable assumptions for use in the Assessment and/or identify additional data collection or studies that could be performed in the future as part of implementing the Adaptation Plan.

To complete the Oceanside coastal hazards assessment for use in the vulnerability assessment, ESA anticipates the following key steps:

1. Establish a defensible set of Oceanside planning scenarios by selecting from the results of the 40+ CoSMoS 3.0 model runs (e.g., tidal, 1 year, 100-year storms in 2030, 2050, 2070, and 2100) in coordination with the City. This approach, which is similar to the approach we have successfully used with the City of Del Mar and Marin County, will provide a set of hazard planning scenarios that are relevant and specific to Oceanside.

These scenarios will also provide a defensible basis for an efficient vulnerability assessment that can be clearly articulated to the public and stakeholders. We assume that the climate change and sea-level rise scenarios to be considered will be limited to six scenarios.

2. **Lagoon flood hazards.** To address lagoon flood hazards, we will use FEMA Flood Rate Insurance Maps and available model results for San Luis Rey River, Loma Alta Creek/Slough, and Buena Vista Creek/Lagoon and produce flood hazard maps that aggregate river and coastal flood scenarios.

ESA will map flood and erosion hazards, including lagoon flood hazards, for the established planning horizons and sea-level rise scenarios. ESA will use CoSMoS 3.0 output to define coastal flood water level, wave height, wave run-up and overtopping, and shoreline erosion. If necessary based on our review of the CoSMoS 3.0 results, ESA and Dr. Young can estimate and project bluff erosion for the low coastal bluffs north of Wisconsin Avenue to supplement CoSMoS 3.0 beach erosion results.

ESA will build off of the ICLEI vulnerability assessment by starting from ICLEI's asset inventory and vulnerability assessment results and findings for Oceanside. ESA will complete a vulnerability assessment for use in developing an Oceanside Adaptation Plan and LUP as follows:

- **Asset Inventory:** based on the results of Task 3, an inventory of the critical City assets will be prepared to identify those assets that are most critical and vulnerable to sea-level rise impacts. The asset inventory will include tabulating residential and commercial development, natural features (such as beaches, bluffs, lagoons, wetlands and other habitats), infrastructure (such as stormwater system, sewer, and water system), transportation infrastructure (such as railroad, highways, roads, paths), and public access amenities. The actual list of assets that will be incorporated into the vulnerability assessment will be developed and agreed upon with the City at the beginning of this task.
- **Exposure mapping:** results of the sea-level rise coastal flooding and erosion hazard maps will be overlaid on each of the asset categories that are defined. The exposure maps will represent future conditions for the established planning scenarios. The exposure mapping will indicate the approximate limits of potential flooding and erosion and approximate inundation depth.
- **Vulnerability Mapping:** asset vulnerability will be assessed and mapped based on the exposure mapping, asset inventory, and consideration of each asset's sensitivity and adaptive capacity. For each asset category, a *sensitivity* will be assigned that characterizes the degree of impact that will result from a given amount of exposure (inundation or erosion). Higher sensitivity indicates that the asset will have high vulnerability for a given amount of inundation, whereas a lower sensitivity indicates that the asset will have low impacts and hence a lower vulnerability for the same amount of exposure. Similarly, the *adaptive capacity* is used to indicate the system's ability to cope with the impacts. The combination of the degree of exposure, the sensitivity, and adaptive capacity yields the asset's vulnerability. The relative vulnerability will be displayed in the map for each asset category using graphical maps in combination with text and tables that provide insight into the vulnerabilities and the stressors. The vulnerability mapping will assess vulnerability to natural resources (beaches, bluffs, and lagoons), the built environment (property and infrastructure including utilities and storm drain systems), and public access.

ESA will develop an Adaptation Plan that will serve as the City's long-range planning guide for SLR management, and will be integrated into the City's LUP. The Adaptation Plan will draw on the Coastal Hazards Vulnerability Assessment as well as the City of Del Mar Sea-Level Rise Adaptation Plan that ESA prepared (available at: <http://www.delmar.ca.us/DocumentCenter/View/2561>). Using the Adaptation Plan template that ESA developed for Del Mar, ESA will be able to efficiently prepare the City of Oceanside's Adaptation Plan that will meet the CCC grant requirements and provide a strong basis for sea-level rise policies in the LUP and the City's long-range planning efforts to address the future effects of sea-level rise. The Adaptation Plan will involve rigorous analysis of SLR and community and stakeholder input, resulting in strategies for the following categories:

- Accommodation
- Protection
- Retreat

Many of the adaptation strategies will adhere to the principles described in the *Safeguarding California Plan: Reducing Climate Risk*.² This will include measures that focus on a multi-objective approach to identifying a solution that incorporates the environment, social justice, and climate risk reductions. ESA will tailor potential adaptation measures for Oceanside and identify preferred adaptation measures and scenarios in conjunction with the City and the public outreach efforts. ESA will consider a range of adaptation measures including managed realignment of the built environment, increased beach nourishment, and armoring.

Prior to completion of the draft Adaptation Plans, public workshop #1 (Task 5.2) and a meeting with the CCC staff (Task 5.5) will be held to present the findings of the Assessment Plan and to discuss potential adaptation strategies and policy implications.

Deliverables	Primary Responsibility for Delivery
Draft and revised Final Assessment Plan	Nick Garrity
Draft and revised Final Adaptation Plan	Nick Garrity

Task 4.2 The Economics of Adaptation

4.2.1 Data Preparation and Infrastructure Estimates

To support the cost benefit analysis ESA will take the following steps to prepare land use, infrastructure, engineering and beach width data and provide it to Dr. King:

a. Unadjusted parcel database

Using ArcGIS, ESA will prepare a parcel database showing the size and location of parcels and the type of land use based on SanGIS existing land use data. This parcel base will be layered with the erosion and flood zone information prepared in other steps. *Note: It is assumed that City staff will work with Dr. King to develop assumptions about the size and number of stories of existing buildings.*

b. Estimates of infrastructure at risk

Using ArcGIS, ESA will overlay the various hazard maps with each of the datasets obtained from the asset inventory to identify and tabulate exposure of assets to each hazard type (flooding vs. erosion).

² http://resources.ca.gov/docs/climate/Final_Safeguarding_CA_Plan_July_31_2014.pdf

Deliverables will include tables of lengths, areas, counts of each asset with exposure to each hazard type per planning horizon.

c. Engineering costs of coastal armoring, nourishment and other adaptation strategies as well as approximations for replacement costs of certain infrastructure

Develop engineering cost estimates using available construction cost data (RSMeans) for up to two adaptation scenarios (e.g., no action and the preferred adaptation scenario) chosen for this project. Typical measures include seawalls, rock revetments, groins, sand replacement (large scale, or opportunistic, with or without dunes) structure underpinning (in wave and flood zones), and elevate roadways with bridge/trestles.

d. Beach width estimates

Using ArcGIS, CoSMos erosion projections (future shorelines) will be used with the backshore development line (included in earlier CoSMos version) and the CoSMos starting shoreline to track beach width changes by reach and will be reported at the planning horizons in a table.

Note: It is assumed that the City will provide Dr. King with information and replacement values for government buildings, parks and other facilities and water and sewer infrastructure.

4.2-2 Cost-Benefit Analysis

This task will provide the City with data necessary to inform adaptation planning for coastal erosion and sea level rise (SLR) and will also provide estimates of potential losses under up to two adaptation scenarios featuring coastal storms along with SLR. This task will also examine economic benefits and costs as well as economic and local tax impacts of these changes.

Dr. King will take the following steps to prepare the cost benefit analysis report:

1. Update assessors database so that current estimates of land/structure value are accurate. The best database on property values and parcels comes from county assessors records. Unfortunately the data for property tax collection often does not reflect market values since many properties have not been sold for quite some time and because Proposition 13 limits increases in assessed values to 2% a year. Consequently the parcel data must be updated for:
 - a. the cost of the structure and land combined;
 - b. the cost of the structure (with land price as a residual).

The parcel database should contain as much of the following information as is feasible:

- c. Size and location of parcel;
- d. Size of any structure(s) on the parcel;
- e. Type of use for parcel (e.g., residential single family dwelling; multifamily residential, commercial, etc.);
- f. Flood depths for various scenarios;
- g. # stories of structure.

In practice, some of this data may not be available; it's still possible to make meaningful estimates, but some accuracy is lost.

2. Given the updated database from step 1, create an inventory of property values that are at-risk. Since government property is not assessed for property tax purposes, government property also needs to be assigned an economic value, likely replacement cost.

- a. We will estimate the value of land/buildings/infrastructure at risk due to erosion or chronic flooding—these parcels are assumed to be 10% lost;
 - b. We will use depth damage curves to estimate flood losses to structures.
 - c. By combining steps 1 and 2 above with a geospatial model of flooding/erosion, we can estimate the loss in property value from erosion as well as damage to structures from flooding (using a Hazus type model).
3. Create an inventory of roads, and other infrastructure (e.g., water, sewage) that are at risk. Generate estimates of replacement costs for this infrastructure and a time horizon where replacement needs to occur.
 4. Using the CSBAT model and Dr. King's SANDAG attendance estimates, we will create an economic model, which estimates the recreational value as a function of beach width. The model will also incorporate other potential changes that might impact beach recreation (e.g., loss of pier, parking, etc.)
 - a. This model predicts gains or losses in recreational value as a function of beach width;
 - b. The CSBAT model will estimate the following:
 - i. Changes in beach visitation;
 - ii. Changes in recreational benefits;
 - iii. Changes in spending and local sales taxes and ToTs.
 5. For each scenario we will estimate the net present value of each adaptation alternative as well as an analysis of economic benefits and impacts to the City of Oceanside.
 6. The marina will be addressed qualitatively.

Deliverables	Primary Responsibility for Delivery
Draft and revised Cost Benefit Analysis Report	Dr. King
One in-person meeting with City staff and up to three conference calls.	Dr. King

Task 5 - Community Outreach

Task 5.1 Public Workshops

ESA will work closely with City staff to conduct public workshops during Task 4, 6 and 8 of the project to provide opportunities for community input at critical points in the process. ESA will design the workshops such that they engage interest, solicit specific and meaningful input, and send a clear message to the public that they have been heard and considered in the planning process. ESA will work with City staff to refine the public workshop objectives and identify expected outcomes and the techniques that can most effectively be used to stimulate interest and input. ESA will prepare agendas, as well as presentation and workshop materials; set up, manage, and facilitate the workshops; and summarize the input received. City staff would be responsible for reproducing materials, confirming the workshop locations, and advertising the workshops to the community.

The workshops will include:

- a) **Public Workshop #1: Draft Vulnerability Assessment.** The purpose of the workshop will be to provide the public with the opportunity to review and provide input on the draft coastal hazards vulnerability assessment. The workshop will introduce the project and discuss the goals and objectives of the LUP.
- b) **Public Workshop #2: Draft Adaptation Plan.** The Workshop will begin with a project presentation detailing the draft adaptation strategies, followed by interactive activities to help generate public input. The consultant team will be available to answer questions in a meet and greet setting.
- c) **Public Workshop #3: Draft Land Use Plan.** The purpose of this workshop will be to present the Public Draft LUP prepared under Task 8 to allow the public an opportunity to review, ask questions, and provide input on the draft goals and policies. Input from the workshop will inform the Public Review Draft prepared under Task 9.

Deliverables	Primary Responsibility for Delivery
Three community workshops, meeting materials, and summary notes (electronic file)	Kimiko Lizardi

Task 5.2 Stakeholder Interviews

ESA will initiate stakeholder activities by working with staff to identify the stakeholders that should be contacted for an interview. The stakeholders could include elected and appointed officials, members of City commissions such as the parks and recreation commission, community/neighborhood groups such as the Oceanside Coastal Neighborhood Association, non-profit organizations such as the Surfrider Foundation, property owners, business representatives, service providers, and people/organizations contacted as part of the General Plan update. The objectives for conducting the stakeholder interviews are to inform the Background Study prepared under Task 3 and identify key issues for the Draft LUP prepared under Task 6. ESA will conduct up to 15 stakeholder interviews (some interviews may be with individuals or include 2-3 people). The scope assumes that the City will schedule the interviews and that all interviews will occur within the span of two days. If all interviews cannot be scheduled during the two days, some of the interviews may be conducted by phone. ESA will create a list of (City-approved) general discussion questions to share with the interviewees in advance of the interviews. ESA will prepare a brief memo that summarizes the key findings of the interviews for posting to the project website. The results of the stakeholder interviews are anticipated to inform Tasks 4 and 6.

Deliverables	Primary Responsibility for Delivery
Stakeholder list (electronic file), general discussion questions (electronic file), up to 15 live stakeholder interviews over the span of two days, draft and final stakeholder interviews summary memo (electronic files)	Kimiko Lizardi

Task 5.3 California Coastal Commission Coordination

The CCC staff is charged with evaluating the LUP for Coastal Act consistency and forwarding to the CCC a recommendation regarding LUP certification. As its formal review comes at the very end of the process, the CCC staff's decision in this regard can have substantial implications for project schedule, budget, and process; CCC suggested modifications could involve substantive LUP revisions that could trigger subsequent reviews by the City Council and CCC. For these reasons, we recommend City staff consider focused meetings with CCC staff at key project milestones. Six such meetings are included as follows:

1. The first meeting would occur at the start of the project phase (Task 1) to discuss the grant work program, project timelines, review cycles, and protocols for communications with CCC staff. The meeting would also include a discussion of major staff-directed changes the City would like to make to the LUP.
2. The second meeting would occur early in the Background Study phase (Task 3), with the purpose of discussing the scope of the background studies (e.g., determining information necessary to address changes to visitor-serving commercial uses along Coast Highway).
3. The third meeting would occur early in Assessment and Adaptation Plan phase (Task 4), with the purpose of briefing CCC staff on the findings from vulnerability assessment, as well as to discuss potential adaptation strategies and policy implications.
4. The fourth meeting would occur early in the Policy Development – LUP phase (Task 6), with the purpose of briefing CCC staff on the proposed policy framework and key objectives, as well as to discuss public input from Public Workshops #1 and #2.
5. The fifth meeting would occur during the Draft LUP phase (Task 8), with the purpose of soliciting CCC staff input on the Initial Administrative Draft LUP.
6. The sixth meeting would occur during the Public Hearings phase (Task 9), with the purpose of soliciting CCC staff input on the revised Public Review Draft.

We expect City staff would take the lead in coordinating and facilitating CCC coordination. However, under City staff's direction, ESA staff would be on hand to support City staff in focused meetings, as needed, within the available budget for this task.

Deliverables	Primary Responsibility for Delivery
Five focused meetings, meeting materials, and summary notes (electronic file)	Ryan Todaro

OPTIONAL OUTREACH TASKS

Task 5.4 Online Surveys [OPTIONAL]

ESA can prepare up to three online surveys using Survey Monkey which would consist of a series of questions regarding the community's resource management priorities and future land uses for the coastal zone. ESA would provide a link to the City for hosting on the project website. The timing of the surveys and survey questions would be coordinated with the General Plan Update outreach efforts. This forum would provide opportunities for the community to participate via the internet, and would allow residents, businesses and visitors to provide input any time of the day from virtually any place. The surveys would also be made available electronically during public workshop events, as well as at pop-outreach events or informal meetings that City

staff would attend. ESA would provide a standardized Survey Monkey report at the closure of each survey, along with a 1- to 2-page cover memo that identifies key findings.

The assumed topics are as follows, but the actual topics and timing would be decided in consultation with the City as the project moves forward.

- Online survey #1: Coastal Public Access, Recreation and Scenic Resources
- Online survey #2: Coastal Hazards and Natural Resources, including Adapting to Sea Level Rise
- Online survey #3: Coastal Neighborhoods, Employment, and Commercial Centers

Deliverables	Primary Responsibility for Delivery
Up to three Draft and Final Online Survey Questions (electronic file)	Reema Shakra
Survey Monkey summary report and cover memo (electronic file)	Reema Shakra

Task 5.5 Intergovernmental Coordination [OPTIONAL]

ESA can support the City's engagement of key federal, state, regional, and local agencies that have a vested interest in the City's coastal zone throughout the planning process and would request review and comment on the background study, Adaptation Plan and Draft LUP. The following are agencies that could be consulted in the course of preparing materials described under Tasks 3, 4, and 8:

1. SANDAG
2. NCTD
3. City of Carlsbad
4. California state resource agencies
5. California State Lands Commission
6. United States Marine Corps

City staff would take the lead in coordinating and facilitating intergovernmental coordination. However, under City staff's direction, ESA staff would be on hand to support City staff in conference calls and meetings, as needed, within the available budget for this task.

Deliverables	Primary Responsibility for Delivery
Summary notes from conference calls/meetings	Kimiko Lizardi, Nick Garrity

Task 5.6 Stakeholder Technical Advisory Committee [OPTIONAL]

Due to the technical nature of the Assessment and Adaptation Plan work products, and the number of asset managers and regulatory agencies involved in developing a response to sea-level rise, ESA has included an optional task to convene a STAC. This committee would be convened to provide input during Task 4, and to identify key policy considerations for the preparation of the LUP under Task 6. The committee could be composed of the following: CCC staff, liaisons from the Planning Commission and/or City Council, residents of Oceanside that serve as representatives of non-profit organizations, representative from Oceanside Harbor and Beaches division, and representatives from an academic institution, such as Scripps Institution of Oceanography. We recommend a minimum of five STAC meetings under this task.

Deliverables	Primary Responsibility for Delivery
Five STAC meetings, meeting materials, and summary notes (electronic file)	Kimiko Lizardi, Nick Garrity

Task 5.7 Planning Commission and City Council Study Sessions [OPTIONAL]

To ensure technical support for City staff when introducing the LUP update work plan to the Planning Commission and City Council, as an optional service ESA could attend joint study sessions. ESA can assist in describing the vulnerability assessment and adaptation plan work products, key findings of the background studies, and Coastal Act policies and guidelines.

Deliverables	Primary Responsibility for Delivery
Participation in joint study session meeting, meeting materials	Kimiko Lizardi, Nick Garrity

Task 5.8 FAQ Brochure [OPTIONAL]

As an optional service, ESA can prepare a FAQ brochure that would provide answers to a range of frequently asked questions ranging from the history and regulatory context for the LCP, a local history of Oceanside's LCP, an understanding of how Oceanside's LCP guides development, and responses regarding the LCP Update process and how the public can get involved. This brochure can be used by staff during their informal outreach tasks and can be incorporated onto the City's website.

Deliverables	Primary Responsibility for Delivery
Draft and Final 8 ½ x 11 double-sided FAQ brochure	Reema Shakra

Task 6 – Policy Development - Land Use Plan

Our approach to the development of a revised LUP will begin with a thorough assessment of which policies, programs, plans, regulations, and procedural standards work well and which are in need of revisions. This will help to clarify to the public, CCC, and elected and appointed officials what key changes are proposed under a revised LUP. ESA will work closely with City staff to identify the elements of the LCP that warrant major revisions as part of Working Session #1 identified under Task 10.1. These will be articulated in a memorandum to the City.

As part of this memo, recommendations for updating the IP will be incorporated to inform the next phase of a comprehensive LCP update.

After preparation of a draft and final memorandum, ESA will draft a revised LUP, including maps, exhibits and appendices based on the technical information completed in Tasks 3 and 4 and intergovernmental and public input provided under Task 5, including online survey results, stakeholder interviews, and input from Public Workshop #2. We expect the types and extent of necessary LUP modifications will be largely understood once the work on a revised LUP begins. However, it will also be important to coordinate with CCC staff (Task 5.5) during this phase to confirm expectations regarding the approach, comprehensiveness, and consistency with Coastal Act requirements and policy guidance.

ESA will update the LUP consistent with the guidelines in the CCC's *Local Coastal Program (LCP) Update Guide, Part 1 Updating LCP Land Use Plan Policies* (April 2007, revised July 2013), the requirements and policies of the California Coastal Act, and in accordance with the Common Methodology set forth in Section 13511 of the CCC's Regulations. Policies, programs, and land uses will be revised to support sustainable development, preservation and restoration of coastal resources, and enhanced public access to the coastline. The updated LUP will describe the planning context based on the background studies prepared under Task 3 and address:

- **Planning and Locating New Development.** Existing and planned land use types, locations, and intensities within the coastal zone will be evaluated and revised where warranted to further the community vision and objectives. This will include implementing land use patterns consistent with Coastal Act priority land uses, the Coast Highway Vision and Strategic Plan and Coast Highway Zoning Incentive Overlay, and if warranted, the Economic Development Element and Energy/Climate Action Plan Element. Consideration will also be given to the availability of public services (e.g., sewer, water, and road systems) to accommodate planned development patterns and intensities. Incorporation of any relevant policies and land use classifications of the General Plan Land Use Element into the updated LUP to create a single Coastal LUP will be considered and discussed with City staff.
- **Public Works.** Existing and proposed land use policies regarding the provision of public services (i.e., transportation, water, and sewer) will be updated/prepared. Particular attention will be paid to whether these policies support coastal public access and are capable of accommodating anticipated growth.
- **Public Access and Recreation.** The availability and accessibility of shoreline and near-shore recreational areas and facilities, and support facilities (e.g., beaches, harbors, parking lots/spaces, visitor-serving commercial) will inform the policies addressing public access and recreation. Locations of vertical and horizontal access will be reviewed in relation to proposed land uses, and policies will be updated as needed to ensure adequate public access. Additional attention will be given to the existing use of these facilities, the potential future demand, and whether existing and planned facilities are sufficient to meet that demand. The available modes of transportation by which to access these opportunities will also be addressed.
- **Scenic and Visual Resources.** Existing patterns of development will be examined in light of their relationship to scenic viewing opportunities. The compatibility of planned development in proximity to such locations will be addressed. Updated and revised policies will be prepared accordingly. Policies protecting key scenic resources and public viewpoints will be developed.

- **Hazards and Shoreline Development.** Existing and proposed policies regarding coastal flooding, tsunami, and other shoreline hazards will be updated/prepared. Particular emphasis will be placed on policies, programs addressing sea-level rise vulnerability, and incorporating adaptation strategies identified under Task 4.
- **Natural Resources.** Existing and proposed policies regarding the definition and identification of land and aquatic resources, including Environmentally Sensitive Habitat Areas (ESHA), and the establishment of buffers around those areas will be updated/prepared. Existing and planned development patterns will be reviewed for their compatibility with areas of known ESHA. Policies governing the protection of water quality will also be developed.

In developing new and revised policy approaches, ESA will build upon the existing LUP policy framework, while also considering recent CCC guidance and policy decisions, as well as model LUP policies from similarly situated coastal communities.

Deliverables	Primary Responsibility for Delivery
Draft and Final Memorandum describing key policies, programs, plans, regulations, and procedural standards, and major proposed revisions to the LUP	Reema Shakra
Preliminary Draft of LUP, including maps, exhibits and appendices (electronic file)	Reema Shakra

Task 7 – Coordination with EDE and E-CAP

ESA will support City staff in ensuring consistency between the LCP Update and the General Plan EDE and E-CAP as follows:

- ESA will attend a meeting with City staff and the EDE and E-CAP consultant team. To prepare for the meeting, ESA will review available General Plan Update information.
- Following the meeting, ESA will review any additional information obtained through discussion with City staff and the General Plan consultant team and prepare a Memo identifying any inconsistencies or actions that should be addressed during the LCP Update to ensure that potential inconsistencies are avoided.

Deliverables	Primary Responsibility for Delivery
One meeting with General Plan update consultant team, meeting summary notes	Kimiko Lizardi
Memo identifying potential inconsistencies between the General Plan Update and LCP Update	Kimiko Lizardi

Task 8 – Draft Land Use Plan

ESA will prepare an initial administrative draft of the LUP for CCC staff review based on comments provided by City staff on the draft prepared under Task 6. An administrative draft will be prepared in response to comments received by CCC staff during a meeting identified under Task 5.5 and corresponding direction provided by City staff. In response to a consolidated set of comments that provide clear and consistent direction from City staff, a

public review Draft LUP will be prepared for distribution to the Planning Commission, City Council, local, state, and federal agencies engaged in the process under Task 5.4, interested parties, as well as for posting to the project webpage and presenting at Public Workshop #3.

Deliverables	Primary Responsibility for Delivery
Initial administrative draft (electronic file)	Reema Shakra
Administrative draft (electronic file)	Reema Shakra
Public review draft (electronic file)	Reema Shakra

Task 9 – Public Hearings

Task 9.1 Preparing a Final Land Use Plan

ESA will revise the Public Review Draft LUP developed under Task 8 based on a consolidated set of comments that provides clear and consistent direction in response to public comments received during the public draft review period and Public Workshop #3. A revised Public Review Draft will be prepared for the CCC staff review, followed by a meeting with CCC staff (Task 5.5) and City staff (Task 10.1; Working Session #2) to discuss final revisions. A final LUP will be prepared for City adoption based on CCC revisions, which are assumed, will be minor at this stage and would not involve any changes to the LUP map.

Deliverables	Primary Responsibility for Delivery
Revised Public Review Draft LUP (electronic file)	Reema Shakra
Final LUP (electronic file)	Reema Shakra

Task 9.2 Attendance at Adoption Public Hearings

ESA will attend public hearings to facilitate the adoption process of the LUP. For purposes of budgeting, the scope assumes ESA would attend up to five public hearings, which would include attendance at one Economic Development Commission meeting, one Planning Commission meeting, and three City Council meetings.

Deliverables	Primary Responsibility for Delivery
Attendance at five public hearings	Kimiko Lizardi

Task 10 - City Staff Meetings and Coordination

Task 10.1 City Working Sessions

The key to a successful partnership between the City and the Consultant team on the project will be strong collaboration and coordination. Therefore, our proposal includes two working sessions at key junctures in the process to allow City staff and ESA to collaboratively work through issues, options and solutions. Working sessions will be scheduled to coincide with other meetings and events to maximize efficiency. ESA will consult in advance with City staff as to the format and desired outcomes for each working session, as well to identify the appropriate attendees. ESA will prepare agendas and meeting materials, facilitate the working sessions and prepare summary notes. The following are recommended working sessions; however, the focus can be adjusted to better meet the City's needs as the project evolves.

- Working Session #1 – Land Use Plan – discuss major changes and policy direction, including sea-level rise adaptation strategies
- Working Session #2 – Public Hearings – discuss key revisions to the LUP and strategy for public hearings

Deliverables	Primary Responsibility for Delivery
Up to two working sessions with City staff, agendas, summary notes	Kimiko Lizardi

Task 10.2 Project Management Coordination

ESA will coordinate with the City's project manager to establish regularly scheduled project management meetings. It is anticipated that these meetings will occur on a monthly basis throughout the planning process. The primary intent of these meetings will be for staff and ESA to regularly and efficiently check in on project progress and schedule. The meetings also provide an opportunity to discuss issues that have arisen and share ideas.

Deliverables	Primary Responsibility for Delivery
Monthly project management meetings (21 one-hour conference calls or in-person meetings), summary notes	Kimiko Lizardi

Attachment B

Budget



Fees

Table 1 outlines our budget to deliver the Scope of Work for the City of Oceanside LCP Update LUP including identification of each team member, their level and hourly rate, estimated hours per task, and total number of hours and costs, along with sub consultant labor and direct costs.

Our cost assumes a 21-month project schedule and is generally consistent with the LCP Grant Budget identified in the CCC Work Program and Budget. Based on discussions with City staff, we have assumed that there is a total of \$372,500 allocated under the LCP Grant Budget for the consultant team. Our individual task budgets also align closely with the LCP Grant Budget allocations. This budget has been prepared with the objective of providing an honest assessment of fees and expenses, and we have identified assumptions and contingencies aimed at ensuring clear expectations and controlling costs.

ESA issues invoices on a monthly basis that include project costs for the previous month's work effort. ESA employs a number of tools and procedures to control scope, schedule, and cost.

Assumptions

The work plan and budget are based upon the following assumptions and conditions:

- City staff will assist in the printing and mailing of documents as well as public noticing and will share in the cost to produce handouts in order to help minimize overall production costs.

- City staff will play an active role in the community outreach tasks and will handle the following tasks in their entirety:
 - Webpage and Media Outreach
 - Establish Interested Parties List for Email Updates
 - Pop-Up Outreach at Community Events
 - Introduction to Planning Commission and City Council
 - Online Surveys
 - Intergovernmental Coordination
- City staff will lead Task 9.2 Attendance at Adoption Public Hearings. ESA will attend those meetings and support City staff to answer questions. However, it is assumed that staff will prepare any necessary presentation materials.
- Our scope and budget assumes preparation of the Background Study as described in the Work Plan and that the team will rely heavily on existing studies and plans, available GIS data provided by the City and from other sources, and consultation with City staff. The Background Study does not include the costs for detailed field surveys. The ESA team will prepare a data request and work with the City during the inaugural meetings to ensure a clear understanding of the scope of the Background Study, to confirm contents and identify data gaps.
- Our scope and budget splits Task 9 into two tasks, Task 9.1 Preparing a Final Land Use Plan and Task 9.2 Attendance at Adoption Public Hearings. We assumed that the budget allocated under the LCP Grant Program for Task 8 Adoption Hearings and Task 9 Coastal Commission Certification could be used toward these tasks. However, we have assumed that ESA will not be responsible for presenting or attending CCC certification hearings. Our involvement in Task 9 would be as described in the proposed work plan.
- The City will respond to information requests in a timely manner.
- For all document review, including multiple reviewers, City staff will provide one consolidated set of non-contradictory comments. It is further assumed that changes to the final documents will not be substantial, nor require major new analysis.
- The City will review CCC staff comments on various work products and provide overall direction to ESA staff before we proceed.
- Additional studies or technical data identified by CCC or its staff as necessary to complete the LCP Update submittal, unless otherwise described within the work plan, would require additional funding.

Additional assumptions regarding the number and type of meetings have been identified in the task descriptions in the Work Plan, as well as in the proposed budget notes in Section A, below. If additional meetings are desired beyond those described in the Work Plan, the scope and budget would need to be reevaluated.

As stated above, the cost estimate assumes a 21-month schedule. If the schedule is extended, the scope and budget would need to be reevaluated.

Budget

Following this page, **Table 1** shows our base cost estimate. **Table 2** shows the subconsultant detail and **Table 3** includes a breakdown of non-labor expenses.

TABLE 1: PRICING PROPOSAL
ESA Labor Detail and Expense Summary

Task #	Task Name/Description	Senior Director	Director	Director	Director	Managing Associate	Managing Associate	Managing Associate	Senior Associate	Associate	Subtotal	Project Technician	Project Technician B	Project Technician I	Subtotal	Hours	Labor Price
Task 1	Project Initiation	\$100	\$160	\$160	\$169	\$108	\$145	\$141	\$108	\$100	\$ 4,358	\$95	\$80	\$ -	\$ -	28	\$ 4,358
Task 2	Coastal Zone Tour		3		3					2	\$ 2,785			\$ -	\$ -	19	\$ 2,785
Task 3	Background Studies										\$ -			\$ -	\$ -	-	\$ -
3.1	Land Use and Cultural Resources Background Study										\$ -			\$ -	\$ -	-	\$ -
3.2	Public Works Background Study	2		30			20			80	\$ 22,950	4		\$ 400	\$ 400	188	\$ 23,350
3.3	Public Access, Recreation, and Visitor Serving Facilities Background Study		6				8			30	\$ 8,804	4		\$ 400	\$ 400	60	\$ 7,204
3.5	Coastal Hazards and Shoreline Protection Devices Background Study		10				6			30	\$ 12,520	4		\$ 400	\$ 400	100	\$ 12,920
3.6	Natural Resources Background Study		8				8			40	\$ 9,388	2		\$ 200	\$ 200	78	\$ 9,588
Task 4	Vulnerability Assessment & Adaptation Plan		4			10	20			50	\$ 11,594	2		\$ 200	\$ 200	100	\$ 11,794
4.1	Coastal Hazard Vulnerability Assessment and Adaptation Plan	12								\$ -	\$ -			\$ -	\$ -	-	\$ -
4.2	The Economics of Adaptation				120					150	\$ 80,045			\$ -	\$ -	487	\$ 80,045
Task 5	Community Outreach	4			8					40	\$ 7,120			\$ -	\$ -	60	\$ 7,120
5.1	Public Workshops		40		8					40	\$ 20,132			\$ -	\$ -	148	\$ 20,132
5.2	Stakeholder Interviews		24		24					10	\$ 14,288			\$ -	\$ -	98	\$ 14,288
5.3	Coastal Commission Coordination		18		8		8			50	\$ 8,748			\$ -	\$ -	58	\$ 8,748
Task 6	Policy Development - LUP Update	10		110			50			180	\$ 60,684	12		\$ 1,200	\$ 1,200	440	\$ 61,884
Task 7	Coordination with EDC and E-CAP	1			8		2			18	\$ 3,680	4		\$ 400	\$ 400	170	\$ 23,882
Task 8	Draft LUP	2		32			24			8	\$ 8,443	2		\$ 200	\$ 200	63	\$ 8,643
Task 9	Public Hearings		4		2		5			8	\$ 8,308			\$ -	\$ -	40	\$ 6,308
9.1	Preparing a Final Land Use Plan		20		16					\$ -	\$ -			\$ -	\$ -	-	\$ -
9.2	Attendance at Adoption Public Hearings		12		4					\$ -	\$ -			\$ -	\$ -	-	\$ -
Task 10	City Staff Meetings and Coordination									\$ -	\$ -			\$ -	\$ -	-	\$ -
10.1	City Working Sessions		45		25					\$ -	\$ -			\$ -	\$ -	-	\$ -
10.2	Project Management Coordination									\$ -	\$ -			\$ -	\$ -	-	\$ -
Total Hours		31	43	384	260	10	145	771	80	508	\$ 302,815	34		\$ 34	\$ 34	2,284	\$ 306,216
Subtotals - Labor Costs		\$ 3,100	\$ 8,680	\$ 61,440	\$ 41,340	\$ 1,080	\$ 21,025	\$ 108,111	\$ 8,640	\$ 50,800	\$ 302,815	\$ 3,400	\$ -	\$ -	\$ 3,400	100.0%	\$ 306,216
Percent of Effort - Labor Hours Only		1.4%	1.8%	17.0%	11.5%	0.4%	8.4%	34.1%	3.5%	22.3%	1.5%	0.0%	0.0%	0.0%	0.0%		\$ 4,777
Percent of Effort - Total Project Cost		0.5%	2.1%	18.4%	12.4%	0.3%	6.3%	32.6%	2.9%	15.2%	1.0%	0.0%	0.0%	0.0%	0.0%		\$ 4,777
TOTAL PROJECT PRICE																\$	\$ 22,220
CONTINGENCY																\$	\$ 333,213.30
TOTAL WITH CONTINGENCY																\$	\$ 372,500.00

ESA Labor Costs
Communication Fee on Labor Cost 0%

ESA Non-Labor Expenses
Reimbursable Expenses (see Attachment A for detail)
ESA Equipment usage (see Attachment A for detail)

Subtotal ESA Non-Labor Expenses
Sub-consultant Costs (see Attachment B for detail)

Table 2
Subconsultant Detail

Task Number / Description		Subconsultant Costs							Total Subconsultant Project Cost
		Subconsultant 1 KWA	Subconsultant 2 Adam Young	Subconsultant 3 Dr. Phillip King	Subconsultant 4 (name)	Subconsultant 5 (name)	Subtotal Subconsultant Cost	Fee @ 1%	
Budget By Task									
Task 3	3.1 - Economic Profile	\$ 5,000					\$ 5,000	\$ 50	\$ 5,050.00
Task 4	Coastal Hazard Vulnerability and Adaptation Plan	\$	\$ 2,000	\$ 15,000			\$ 17,000	\$ 170	\$ 17,170.00
Task 5							\$ -	\$ -	\$ -
Subconsultant Total		\$ 5,000	\$ 2,000	\$ 15,000	\$ -	\$ -	\$ 22,000	\$ 220	\$ 22,220

Table 3
ESA Non-Labor Expenses

Reimbursable Costs	
Project Supplies	\$ -
Printing/Reproduction	\$ 4,685
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ 45
Mileage	\$ -
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Other Travel Related	\$ -
-	\$ -
-	\$ -
-	\$ -
Subtotal Reimbursable Costs	\$ 4,730
1% Fee on Reimbursable Expenses	\$ 47
Total Reimbursable Costs	\$ 4,777

Notes/Assumptions:

- 1) Task 1 - assumes two in-person meetings up to two hours and additional time for refinements to scope/budget. The core team will attend one of the meetings serving as a kick off and on the same day as the Task 2 Coastal Zone Tour. The second meeting will be attended by management staff and the technical lead for Task 4.
- 2) Task 2 - assumes tour will be conducted the same day as and immediately after inaugural meeting, will be up to three hours and includes additional time for meeting summary notes.
- 3) Task 5.1 - assumes three public workshops approximately 2 hours each attended by up to three ESA team members with additional time for preparation, presentation set-up, and summary notes. This task assumes no more than four (4) exhibit boards per workshop and exhibit board content will include maps and graphics already prepared under other tasks.
- 4) Task 5.2 - assumes approximately 15 stakeholder interviews over a span of two days attended by up to three ESA team members.
- 6) Task 5.3 - assumes six meetings/conference calls up to two hours each with the CCC attended by necessary team members and preparation of meeting materials
- 7) Task 9.2 - assumes attendance at five public hearings averaging two hours each attended primarily by the project manager, but with the option for attendance by the Task 4 technical lead and supported by the deputy project manager.
- 8) Task 10.1 - assumes up to two City staff working sessions up to three hours each attended by the management team with one meeting attended by the Task 4 technical lead.
- 9) Task 10.2 - assumes calls approximately 1 per month up to 21 at about one hour each primarily attended by the project manager, but supported by the deputy project manager and Task 4 technical lead.

A ESA 2016 Schedule of Fees

1. Personnel Category Rates

Charges will be made at the category hourly rates set forth as shown in **Table 6-1** for time spent on project management, consultation, or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions, and providing expert testimony will be charged at the category rate times 1.5.

II. ESA Expenses

A. Travel Expenses

1. Transportation

- Company vehicle – IRS mileage reimbursement rate
- Common carrier or car rental – actual multiplied by 1.15

C. Printing/Reproduction Rates

Item	Rate/page	Item	Rate/page
8 1/2 x 11 b/w	\$0.05	Binding	\$1.00
11 x 17 b/w	\$0.10	HP Plotter	\$25.00
8 1/2 x 11 color	\$1.00	CD	\$10.00
11 x 17 color	\$2.00	Digital Photography	\$20.00 (up to 50 images)
Covers	\$0.50		

III. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now, or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

B. Subconsultant Billing Rates

Dr. Adam Young

\$200 per hour

Dr. Phillip King

\$150 per hour

KMA

Staff	Hourly Rate
Jerry Keyser*	280.00
Managing Principals*	280.00
Senior Principals*	270.00
Principals*	250.00
Managers*	225.00
Senior Associates	187.50
Associates	167.50
Senior Analysts	150.00
Analysts	130.00
Technical Staff	95.00
Administrative Staff	80.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

B | Budget

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, and graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within 30 days of invoice date.

Attachment C

Schedule



The total overall proposed schedule for the project is approximately 21 months. As **Figure 1** on the following page shows, the proposed work schedule assumes the project will be initiated by May 2017, ending with City Council final adoption in January 2019.

Schedule challenges are anticipated to occur during the final phase of the project, under Task 9 Public Hearings. Adequate time should be set aside to allow City and CCC staff to review drafts, to meet and discuss revisions, and for ESA to revise and finalize the LUP. The LCP grant work program schedule and RFP identify the following steps to occur within a four month period for Task 9: one meeting with CCC staff, preparation of a revised Public Review Draft LUP, preparation of a Final LUP, 5 public hearings, and in October 2018, Council adoption. In anticipation of this scheduling challenge, we propose initiating Task 9 two months earlier than identified in the work program schedule. To ensure an earlier start of Task 9, we also shifted the start and completion time for Tasks 6: Policy Development - Land Use Plan and Task 8: Draft Land Use Plan earlier than what the LCP grant work program assumes.

The proposed work schedule matches the work program for Task 3: Background Studies, Task 4: Coastal Hazard Vulnerability Assessment and Adaptation Plan, and Task 7: Coordination with EDE and E-CAP (assuming the start date is May 2017). Task 5: Community Outreach does not have a specified end date in the work program, although dates are identified for subtasks. We propose slight modifications to the timing of the workshops and stakeholder interviews to ensure better alignment with the other tasks.

5 | Schedule

The proposed work schedule assumes deliverables would be provided on the last business day of the month, with the exception of the background studies which are due to the CCC at the start of the month per the LCP grant work program schedule.
